

**RESOLUTION BY COMMUNITY DEVELOPMENT/
HUMAN RESOURCES COMMITTEE**

02- R -0003

January 22, 2002

AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO CONSENT TO THE TERMINATION OF THE EXISTING LEASE AGREEMENT WITH THE HOME PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC., AND TO EXECUTE AN AGREEMENT WITH THE NEWLY ESTABLISHED NON-PROFIT ORGANIZATION, HOME PARK LEARNING CENTER, INC., WHICH IS COMPRISED OF THE HOME PARK COMMUNITY IMPROVEMENT ASSOCIATION, INC. AND THE GEORGIA INSTITUTE OF TECHNOLOGY (GEORGIA TECH), FOR THE PURPOSE OF LEASING THE HOME PARK RECREATION CENTER BUILDING SO AS TO ALLOW THE HOME PARK LEARNING CENTER, INC. TO DEMOLISH THE RECREATION CENTER BUILDING AND TO ERECT A NEW CHILDCARE CENTER FACILITY AT 1015 TUMLIN STREET, N.W., REPLACING THE CITY'S RECREATION CENTER BUILDING WITH THE NEW FACILITY, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; AND FOR OTHER PURPOSES.

Whereas, the Home Park Recreation Center building was no longer being utilized by the Department of Parks, Recreation and Cultural Affairs and the City leased the facility on March 14, 1985 to the Home Park Community Improvement Association, Inc. for a period of fifteen (15) years, with the option to renew upon renegotiation of terms, for two (2) additional terms of fifteen (15) years, for the sole purpose of operating and maintaining a non-profit day care center; and

Whereas, the Home Park Community Improvement Association, Inc. is now working in partnership with the Georgia Institute of Technology, Inc., and that corporation will be known as the Home Park Learning Center, Inc., for the purpose of building a new childcare facility at 1015 Tumlin Street, N.W., by demolishing the Home Park Recreation Center building in Home Park and replacing the building with a two (2) million dollar childcare facility; and

Whereas, the Department of Parks, Recreation and Cultural Affairs has met with both entities and negotiated terms and conditions for a new lease agreement to be established with the newly formed non-profit corporation, Home Park Learning Center Inc.; and

Whereas, NPU-E and the Atlanta Urban Design Commission have both approved the demolition and erection of the new childcare facility; and

Whereas, Home Park Learning Center, Inc. has been advised by the Bureau of Parks, Director, that this property is on public land and must be accessible to all persons for childcare center admissions consideration, and with the hours of operation essentially remaining the same, so that the public will have access to the playground area of Home

Park between the hours of 7:00 a.m.- 6:30 p.m. during the week and on weekends and evenings; and

Whereas, the Bureau of Parks will continue to conduct the grounds keeping and trash pick-up aspect at the Home Park, Park, but, will not offer any maintenance services for the newly erected childcare facility; and

Whereas, Home Park Learning Center, Inc. will pay all utility costs and insurance costs associated with this lease agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor is hereby authorized to execute an agreement terminating by mutual consent the existing lease agreement that was authorized on March 14, 1985 and amended on August 5, 1999 with the Home Park Community Improvement Association, Inc., and to further enter into an agreement with the newly established non-profit organization, Home Park Learning Center, Inc., for the purpose of leasing the Home Park Recreation Center building so as to allow Home Park Learning Center Inc. to demolish the Home Park Recreation Center building and to erect a new Childcare Center Facility at 1015 Tumlin Street, N.W., replacing the City's Recreation Center Building at a rental rate of (\$1.00) per year; to be deposited in the General Fund/Building Rentals Account Number 1A01 462201 B00001 .

Section 2: That the term of the lease agreement between the City of Atlanta and Home Park Learning Center, Inc., shall be for a period of five (5) years, with an option to renew for an additional term of five (5), five (5) year periods.

Section 3. That Home Park Learning Center, Inc. will pay all utility costs and insurance costs associated with this lease agreement, at no cost to the City of Atlanta.

Section 4: That the City Attorney be and is hereby directed to prepare an appropriate lease agreement for execution by the Mayor, to be approved by the City Attorney as to form.

Section 5: That the lease agreement shall not become binding on the City of Atlanta, nor shall the City of Atlanta incur any liability upon same, nor shall the lease agreement be acted upon until such lease agreement has been fully executed by the Mayor and delivered to the Home Park Learning Center, Inc.

Section 6: That all Resolutions and parts of Resolutions in conflict herewith be and the same are hereby repealed.

STATE OF GEORGIA

COUNTY OF FULTON

HOME PARK LEARNING CENTER, INC. LEASE

This Lease Agreement, made and entered into this __, day of _____, 2002, by and between the City of Atlanta, a municipal corporation of the State of Georgia (hereinafter, known as the "City"), and the Home Park Learning Center, Inc. (hereinafter, known as the Tenant"), a non-profit corporation organized and existing under the laws of the State of Georgia.

WITNESSETH:

Whereas, the City owns a Park located at 1015 Tumlin Street, N.W., (hereinafter, known as the "Park"), on which there is a building known as the Home Park Recreation Center; and

Whereas, in the past due to funding difficulties the City found it advantageous to lease the Home Park Recreation Center building to the former public spirited organization, Home Park Community Improvement Association, Inc. in order to put the facility to good use; and

Whereas, Home Park Community Association Inc., has partnered with the Georgia Institute of Technology (Georgia Tech) to formulate a newly established non-profit corporation that is hereinafter identified as "Tenant"; and

Whereas, the existing Home Park Recreation Center building will be totally demolished by the Tenant and replaced with a proposed, newly constructed, two (2) million dollar Childcare Center facility; and

Whereas, the Atlanta City Council has authorized the Lease of said facility and playground area to the Tenant by a Resolution adopted _____, 2002, and approved by the Mayor on _____, 2002, which Resolution is attached hereto and marked as Exhibit "A" to this Lease Agreement and incorporated by reference; and

Whereas, the Tenant has agreed to abide by the terms described herein.

NOW, THEREFORE in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

Section 1. GRANT AND TERM OF LEASE-

For the rent of One Dollar (\$1.00) per year, to be paid by January 15th annually and upon the terms and conditions hereinafter stated, the City does hereby let and lease unto the Tenant and Tenant does hereby let and lease from the City, the Home Park Recreation Center building, and Playground area, immediately adjacent to the rear of the existing Center and the small, grassy area immediately adjacent to the west side of the Center (both the existing playground and the grassy area to be referred to herein as the "Playground"). To have and to hold the Center and Playground together with all privileges and appurtenances thereunto belonging or appertaining including any rights, interests, easements and reversions of the City, now or hereinafter existing in, to or under adjacent streets, sidewalks and alleys unto Tenant and described with more specificity in Exhibit "B", which is attached to this Lease and made a part of this Lease for all purposes as the Legal Description, during the full term of the Lease and in accordance with the terms and provisions of this Lease. The term of this Lease shall be for a five (5) year period, with an option to renew for an additional term of five (5), five (5) year periods, commencing on the earliest date on which this Lease is fully executed (hereinafter called the Commencement Date"), unless this Lease shall be sooner terminated, as herein provided.

Section 2: SERVICES-

The Tenant agrees to provide regular grounds maintenance of the playground area, and to provide trash and garbage removal from the childcare center. Tenant agrees to keep the childcare center in a reasonably clean, safe and sanitary condition at all times. Tenant shall not be responsible for nor shall they repair any damage to the leased premises that is caused by the City of Atlanta or its officials, employees, consultants, contractor's or agents. The City agrees that such repairs or damage shall be remedied promptly at the City's expense and the City agrees not to seek reimbursement or recovery from Tenant. The City agrees to take the necessary steps to insure that such repairs shall not interfere with the Tenant's operation of the childcare center.

SECTION 3: UTILITIES-

Tenant agrees to pay all utility costs and insurance costs associated with this Lease at no cost to the City.

Section 4: USE OF CHILDCARE CENTER-

The City agrees that Tenant shall have the use of the childcare center and playground adjacent to the Home Park Learning Center, an entity organized under the auspices of Tenant and supported by the Tenant. City has agreed to permit the Tenant to demolish the existing building and erect a new childcare center facility, erect a fence around all, or any portion of the playground. City shall, at all times, have access to the childcare center and playground area, etc. Tenant agrees to provide the City with keys and security codes to

LARGE ATTACHMENT:

DOCUMENT(S),

MANUAL(S)

OR

MAP(S)

NOT COPIED,

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